Dear NLRB,

This is an attempt to have exceptions filed on case # 05-UD-086913. I am only a single officer without the means to hire a lawyer or have ones on retainer like G4S or the union FCGOA. I pay dues to the FCGOA and have asked for help in this matter which was a possible violation between G4S and I, the petitioner. The violation was a simple matter of the company posting the big election posters after 12:01 am on the 17<sup>th</sup> of September, 2012 deadline.

The gentleman who ruled that there was not clear proof of the exact time the posters were posted did not write on a couple of issues that were outlined in the hearing which makes the picture more clear.

The fact that Mr. Horch believed that some notices were recently posted does not indicate the large posters. I had put into evidence the small notice that had been posted. It isn't noted that I worked the night of the 15<sup>th</sup> into the morning of the 16<sup>th</sup>, which was the weekend, and that only the small notice was posted. Mr. Horch or Mr. Carroll were not working that weekend and that I had called the on duty Lieutenant and asked if they had and were prepared to post the big posters. The Lieutenant knew nothing about them.

There is no note of the call I made the morning of 12/17/12 to the Patrick Henry Bldg, where I work, and that the posters were not up.

One more thing is that Mr. Carroll answered back at 5:58 pm on 12/17/12 that "The documents have been confirmed as posted at all locations". I was sitting at work at that time on 12/17/12. I had asked when I got to work at 5 pm when the big posters had got there. The Sergeant (Powell) answered "about 3 pm", he said "101 delivered them".

I have put into evidence what I had control over. I am adding things I believe will help and should

guide the board. The whole site of the NLRB shows that the protection of the employee is paramount.

It says that the employer and the union must not do anything that may impede this. The site says that

the NLRB will do the leg work when a violation is reported. I have highlighted the things I want you to

read and understand that I was using to guide me.

I have other things that have happened to cause me to believe your help is needed to right the

overall wrong done. The posters being late, the vote that was said to be 160+ but was only 121, the

guidelines that were never mailed as promised by Ms. Shero and the last part that gave me the right to

get an exceptions postponed.

When Ms. Shero failed to tell me the right thing or send the papers about exceptions I lost the time

to also file the fact that the union violated our right by threatening us (as I have highlighted in the

enclosed documents) (mailed to us on 21 September, 2012). This was noted to be a violation on the

notice that was put up before the 17<sup>th</sup> of September, 2012. It is also in evidence.

I hope you can overlook my possible incorrect entering of exceptions and just find the justice that we

the employees at G4S@The Department of Justice (which has video of all this) deserve. Also in a

meeting last week I was advised by Mr. Horch and Mr. Carroll that the company's stand is now "NO

COMMENT" on this subject that they were sorry and hoped I understood. I had asked," If our jobs

required a clearance and that honesty is mandatory, then would they do the right thing and tell the

truth".

Don A. Bennett

Petitioner

dabcowboys@gmail.com

301-7525340

Dear NLRB,

I believe that the UD election #5-UD-86913 should be voided, and a new election be held.

An election is a full process with a beginning and a completion. It has rules, guidelines, also time sensitive start times, and return time items.

We deserve a clean vote based on the fact that one of these items did not take place by its prescribed time.

I told my Lt. that the posters had to be posted boy 12:01 a.m. on September, 17<sup>th</sup>. I told her this at 2:30 a.m. on September 15<sup>th</sup>. She said she knew nothing about it. The morning of September, 17<sup>th</sup>, at approximately 11:00 a.m., I emailed Ronald Horch, the project manager, and asked him if they had been posted. He didn't know about them either. I, in the mean time, talked to Ms. Shero from the NLRB and told her that the posters were not place on time or as yet. He emailed me at 6:00 p.m. on September, 17<sup>th</sup> to say they were now posted. That was 18 hours after they were due to be posted.

Along with this faxed letter you should receive supporting emails that show the conversation between myself and Mr. Horch over the posters not being posted on time.

Don A. Bennett Petitioner

301-742-5340

dabcowboys@gmail.com

from: Don Bennett <dabcowboys@gmail.com> to: "Ronald,B,,(JMD) Horch" <ronald.b.horch@usdoj.gov> date: Mon, Sep 17, 2012 at 10:11 AMsubject: NLRB sample ballot postersmailed-by: gmail.com

Sir,

Mr. Horch as the lead petitioner of the UD election I am to verify that the poster are now posted in every bldg on the contract. This was to be done by 12:01 am this morning. I ask and respect your word that it has been done if you say so. Let me know so I can tell the NLRB representative that it has been complied with. Thank you and sorry for any inconvenience.

Horch, Ronald B (JMD) < Ronald.B. Horch@usdoj.gov>

Sep 17

from: Horch, Ronald B (JMD) <Ronald.B.Horch@usdoj.gov> to: "dabcowboys@gmail.com" <dabcowboys@gmail.com>

date: Mon, Sep 17, 2012 at 10:37 AMsubject: Re: NLRB sample ballot postersmailed-by: usdoj.gov Were the sample ballot posters mailed to our NCR office or do you have one you can email me? We've posted posters recently - I just want to make sure we're talking about the same posters. Thanks.

Don Bennett <dabcowboys@gmail.com>

Sep 17

from: Don Bennett <dabcowboys@gmail.com> to: "Ronald,B,,(JMD) Horch" <ronald.b.horch@usdoj.gov>

date: Mon, Sep 17, 2012 at 11:01 AMsubject: From D Bennett. They should have went to NCR. Here is a picture of my full size ballot. It is the second attachment. Just let me know if you find them. This was on my sons e-mail, sorry. Fwd: Sample ballot and whole postermailed-by: gmail.com

----- Forwarded message -----

From: "Dallas Bennett" < rayos12dab@gmail.com>

Date: Sep 13, 2012 3:16 PM;

Subject: Sample ballot and whole poster

To: "dabcowboys@gmail.com" <dabcowboys@gmail.com>
2 attachments — Download all attachments View all images

<b>₹</b>	<b>:</b>	
	₽	
	i	

from: Don Bennett <dabcowboys@gmail.com> to: "Horch, Ronald B (JMD)" <Ronald.B.Horch@usdoj.gov> date: Mon. Sep 17, 2012 at 3:04 PM subject: Re: NLRB sample ballot postersmailed-by: gmail.com

Mr. Horch,

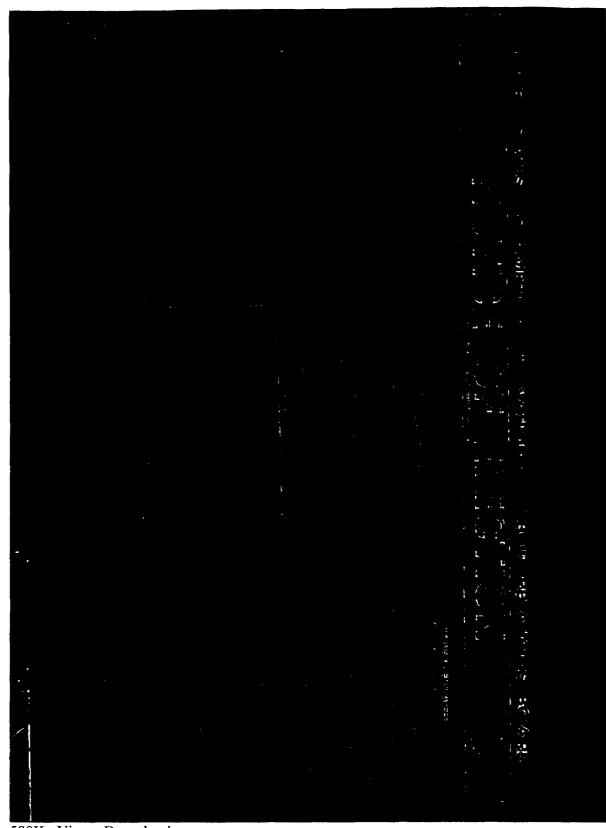
On Sunday at approximately 2 a.m. I called control and talked to Lt. Kocher and told her about the posters.

The lady from the NLRB just called me and I said as of the last time I talked to you, the posters were not up. She said she had sent them to Dana Caroll.

I didn't know if you had gotten my forwarded email of the poster.

The standard of the district of the standard o	13121440.jpg			
And the property of the second				A state of the sta
Account are specified as the second are specified as the s			base (fill (ite ment)  ye e at a fill (ite  ) a transitifiques	an in a construction of properties of the construction of the cons
प्राचित हैं। जाता करता है। जाता है	SECTION AND ADDRESS OF THE PROPERTY OF THE PRO		High Capture 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Application of the control of the co
And the Application of the Appli				स्त्रीतक ते। अद्विधिक्तः संस्थाविक स्त्रीतिक्तः संस्थाविक स्त्रीतिक्तः संस्थाविक स्त्रीतिक स्त्रीतिक संस्थाविक स्त्रीतिक स्त्रीतिक संस्थाविक स्त्रीतिक स्त्रीतिक संस्थाविक स्त्रीतिक स्त्
				And the state of t
	in to the second of the second			
		4	<u>2</u>	

K View Download



589K <u>View</u> <u>Download</u>

Horch, Ronald B (JMD) < Ronald.B. Horch@usdoj.gov> Sep 17

to me, mark.carruthers, dana.carroll, Charles

Don,

Pls see below.

**RBH** 

---- Original Message -----

From: Carroll, Charles M (JMD)

Sent: Monday, September 17, 2012 03:53 PM

To: 'mark.carruthers@g4sgs.com' <mark.carruthers@g4sgs.com'; 'dana.carroll@g4sgs.com'

<a href="mailto:</a> <a href="mailto:dana.carroll@g4sgs.com">dana.carroll@g4sgs.com</a> <a href="mailto:Cc">Cc</a>: Horch, Ronald B (JMD) <a href="mailto:Subject: NLRB Posters">Subject: NLRB Posters</a>

The documents have been confirmed as posted at all locations.

Chuck

## To Whom It May Concern:

On October 11, 2012 I attended a decertification election between F.C.G.O.A. and Don A. Bennett. Upon arrival, Ms. Shero of the National Labor Relations Board stated that there were over 160 votes because more had come in on that day. After the envelopes were counted there were only 121.

After the vote, Ms. Shero stated that Mr. Bennett would receive by mail in about three days, instructions on how to file objections.

Anita Bennett 301 752-5341

anitalb888@aol.com

Linda E. Crashy Notary Public My commission expires 05/07/2016



## Federal Contract Guards of America

## International Union

1776 I Street NW Washington, District of Columbia 20006

Telephone: 202-756-4770 Fax: 202-756-1301

Web Site: WWW.FCGOA.US

September 21, 2012

Dear Member,

This letter is intended to provide you important information regarding the upcoming "UD" \ election! As you are aware the National Labor Relations Board dismissed an attempt by Mr. Bennett to have a "RD" election. This dismissal was based on proof that a valid (CBA) existed. An RD election would have voided the CBA and stripped the right of the FCGOA to represent you.

The ramifications to you would have been monumental. The first consequence was that your wages and benefits would have dropped to the prevailing wage and terms set forth in the area wide survey used by DOL (SCA) Service Contract Act determinations. This would result in a reduction of base wages of almost \$8.00 an hour. A successful RD eliminates all Unions for a year and would have eliminated many items dear to you; including: shift differential, grievance procedures, seniority and all of the other negotiated items including the union sponsored medical program.

With the failure of the RD petition, Mr. Bennett filed for and the NLRB has ordered a "UD" election. The purpose of this form of election is to remove the union security clause of the contract it is not meant to change representatives.

I have been forwarded emails from Mr. Bennett that have been sent to the rank and file and received many calls from concerned members asking for clarification of what is going on. I want to provide you accurate information and hopefully clear up any confusion. The NLRB is a non-biased Government agency that enforces the National Labor Relations Act. They do not provide assistance to any one party involved in elections. They monitor and enforce the procedures and rules dictated in the ACT.

Mr. Bennett filed a RD on his own without the NLRB helping with a strategy as he claims. If he had been successful it would of cost you dearly, that is why we objected and prevailed. We did this to protect the union and its members. The claim of a non-union SDM representing you is FALSE.

This election does not elect any other organization to represent you, in order for another union to represent you they would have to file for an "RC" election or demand voluntary recognition from G4S which the company would not agree to. This filing must be done at certain dates established in the CBA and not until 2014. He also claims if you stop paying dues it will "cripple the union and hopefully have them resign as our union". Mr. Bennett is playing fast and free with your future for what reason I do not know.

If the FCGOA disclaims interest in representing you the first thing that dies is the collective bargaining agreement including wages, benefits, seniority, grievance, bidding and any other negotiated ferms! The CBA is for the members of the FCGOA working on the DOJ contract not for any other union or non-union. If the FCGOA were to disclaim interest in representing you the CBA is no more. The FCGOA sponsored medical program would leave with us, it is our plan. What the company would do about medical would be up to them with no say from you at all. The October 1, 2011 raise will go into effect, we know we have been following it up to prevent mistakes by G4S.

However, SEPS/JMD/DOJ procurement would move for an adjustment from the DOL and your rate would be lowered if no CBA dictated the rate. If you doubt me, most of this can be verified by

Visiting the website <u>www.nlrb.gov</u> website and the DOL website <u>www.dol.gov</u>. At the DOL website use the keyword Service Contract Act wage determination.

This Union uses a world class law firm on legal issues. When we negotiate a contract the union provides demands on the Employer in writing. These demands have been crafted from your proposals and reviewed by our attorney, after negotiations the agreement is reviewed by our attorneys to make sure everything negotiated is in 100% compliance with the law. The attorneys are not sitting at the table for either side but their work product is.

Your employer has the right to amend policies from time to time; our contract provides a mechanism to monitor and give the union an opportunity to grieve such policies if they contradict or violate the CBA .The union or any of its members may file a grievance when it appears a violation has occurred

We have members who have called off or been tardy up to 20 times in a twelve month period and maintained the job. We have lost members, but when the DOJ removes a member is it wise or practical for the Union to sue the Department of Justice especially when the member never wants to go back there? Or is it not better to help a guy get a job so that he continues to feed his family especially if he is bitter about how DOJ is run? You answer the question for yourself. The guy is in little or no trouble with G4S but he can't go back to DOJ and G4S is willing to work him somewhere else. That is what we had to do for the SPOs that were no longer "employable" at DOJ still that was a better outcome than having half of you turned into SPOs at \$20-22 per hour

I ask you to be honest in answering, have you ever filed a grievance or raised an issue that did not get answered? Have you contacted the international? Have you contacted the local leadership or on site representative? Has the union not represented you when you needed it? A few last points this organization sat with your committee and negotiated a new agreement we negotiated each article with detail not only to the words in the agreement but to the intent.

We removed the Government Supremacy clause that gives the employer the right to terminate or discipline you just because the Government says so. There have been fewer terminations, disciplines or government removals under the FCGOA than ever before. We were smart to know with the economy the way it is to re-open the contract for wages and benefits. The Union raised hell with any elected official that would hear us and some who would not to help save 120 JPSO positions and the wages that come from the position.

If the union was weak or "crippled" half of you would be SPOs and have the salary that goes with the position. So when at role call with ten officers ask which five would be making almost twenty thousand dollars less a year. And could it have been you? If the FCGOA did not fight and win the battle on the height and weight standard that was issued with the Original Government contract how many JPSOs would be unemployed?

A continuing complaint the Union heard was about the H&W money and the loss of the cash option. We have explained the legality of this many times because the issue was important to all of the members in the union The effects of the law changes for the AHCA of 2010 aka "OBAMACARE" were felt first by SCA employees and are going through all health plans and every CBA up for renewal.

The US Marshal Service CSOs in DC or "blue coats" no longer get H and W money in cash. They are also scheduled only 32 hours a week. The G4S people at GAO are losing their cash option this month and as far as we can find out no major Security Provider continues to have a cash option in new contracts. They all wish to avoid the additional tax burden placed on them and avoid the penalties written into OBAMACARE for Employers that do not provide health benefits. That is Federal Law challenged by more than twenty states and upheld by the US Supreme Court. No Union will be able to hold that back.

The other big noise at DOJ has been the idea that the three per cent raise slated for October 1, 2012 was inadequate. A Three per cent increase is respectful when Non-Union G4S/DOJ employees get no raises this year and the pay of Federal employees have been frozen for the second year in a row and Congress wants to freeze their pay for another year of course we always want more for our members but this was a fair deal. The increase in H and W money was better than four per cent which is more than enough to cover increases in the union sponsored health benefit insurance.

The International Union remains available to answer any questions you have. The decision is yours but please make the decision that's best for you don't make a decision based on someone else's personal vendetta and vote NO and let's get back to work on the issues that are important.

Fraternally,

Guy James
International President

BECENER

2012 DEC 19 AM11: 40

HLRO ORDER SECTION